

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

CouponCabin LLC, a Delaware limited liability company,

Plaintiff,

vs.

Savings.com, Inc., a Delaware corporation, Cox Target Media, Inc., a Delaware corporation, Linfield Media, LLC, a Delaware limited liability company, Internet Brands, Inc., a Delaware corporation, Sazze, Inc. d/b/a DealsPlus, a California corporation, and Does, 1 through 10 inclusive

Defendants

Case No. 2:14-cv-39

Complaint For:

(1) VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT, 18 U.S.C. §§ 1030 ET SEQ.;

(2) VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT, 17 U.S.C. §§ 1201 ET SEQ.;

(3) BREACH OF CONTRACT;

(4) TRESPASS; AND

(5) INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE

**FIRST AMENDED COMPLAINT**

Plaintiff, CouponCabin LLC (“CouponCabin” or “Plaintiff”), by and through its attorneys, O’Neill McFadden & Willett LLP, brings this Amended Complaint against the Defendants, Savings.com, Inc., Cox Target Media, Inc., Linfield Media, LLC, Internet Brands, Inc., Sazze, Inc. d/b/a DealsPlus, and Does, 1 through 10 inclusive (individually and collectively, “Defendants”) for injunctive relief and damages. CouponCabin alleges as follows:

**INTRODUCTION**

1. CouponCabin is a leading provider of online, printable and grocery coupons for more than 3,000 retailers and merchants, and provides more than 20,000 active and genuine coupons, coupon codes, discount offers or deals, and/or links to same (referred to herein as

“Coupon Content”) through its website [www.couponcabin.com](http://www.couponcabin.com) (the “CouponCabin website” or the “Site”).

2. CouponCabin has spent a significant amount of time, money, resources and effort sourcing and providing these coupon codes, coupons, discount offers and deals to its users. This process in most cases requires CouponCabin to establish and maintain relationships and negotiate agreements with online merchants and retailers. CouponCabin receives a commission from these merchants and retailers in return for directing Internet traffic and potential customers to their websites. CouponCabin has established substantial goodwill in its brand and reputation in the course of its long relationships with many such merchants and retailers, as well as with its users.

3. In early fall 2013, CouponCabin noticed a marked increase in the amount of its unique content appearing on a number of competing websites. This led CouponCabin to conduct an investigation, during which CouponCabin discovered evidence of a large number of spiders, scraping programs and web harvesting programs (collectively referred to herein as “scraping” or “scraping programs”) systematically acquiring data from the CouponCabin website.

4. Scraping programs are computer programs that operate to electronically copy, retrieve or otherwise acquire data and information from the websites of others with little or no human interaction. A scraping program is capable of executing instructions at a speed far in excess of what a human can accomplish manually. During its investigation CouponCabin also discovered evidence of unauthorized and systematic copying, downloading, saving or other misappropriation of its Coupon Content and other CouponCabin website data by human agents, separate from scraping programs and web harvesting programs (such unauthorized activity by human agents referred to herein as “manual scraping”).

5. Since at least early fall 2013, the Defendants (or agents acting on their behalf) have either manually scraped, or employed (or used agents who have employed on their behalf) scraping programs, in order to download, copy and/or record, and/or enable the republishing of, Coupon Content and other data from the CouponCabin website. This practice is explicitly barred by CouponCabin's Terms and Conditions, which prohibits the "systematic retrieval (including by use of data mining, robots, or other extraction tools) of data or other content from the CouponCabin website." (See Exhibit A, CouponCabin's original Complaint and its Terms and Conditions)

6. The Defendants knowingly and intentionally breached this and other access and use restrictions in CouponCabin's Terms and Conditions, and have circumvented various technical protection barriers employed by CouponCabin. In so doing, they have violated an array of federal and state laws, including the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.* (the "CFAA"), and the Digital Millennium Copyright Act, 17 U.S.C. § 1201 *et seq.* (the "DMCA"), and have engaged in unlawful acts of breach of contract, business interference, and trespass.

7. CouponCabin brings this action to obtain damages for, and permanent injunctive relief halting, the Defendants' unlawful conduct. CouponCabin has implemented technical barriers and other measures to protect against the wrongful acts of the Defendants, but the effectiveness of such measures is imperfect. The Defendants' activities, if not enjoined, threaten ongoing and irreparable harm to CouponCabin, including to its reputation and its substantial consumer goodwill. CouponCabin further is entitled to its actual damages, statutory damages, and/or punitive or exemplary damages as a result of the Defendants' misconduct.

### **JURISDICTION AND VENUE**

8. This Court has federal question jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338 because this action alleges violations of federal statutes, including the CFAA (18 U.S.C. § 1030, *et seq.*) and the DMCA (17 U.S.C. § 1201 *et seq.*) The Court has supplemental jurisdiction over the state law causes of action pleaded herein pursuant to 28 U.S.C. § 1367.

9. Venue is proper in this District under 28 U.S.C. § 1391, because the claims alleged in this action arose in this judicial district; a substantial part of the events or omissions giving rise to the claims occurred in this District; and each of the Defendants has substantial contacts with this judicial district.

### **THE PARTIES**

10. CouponCabin is a Delaware limited liability company located in Whiting, Indiana. It currently does business principally over the Internet. CouponCabin LLC is the successor in interest to CouponCabin, Inc., an Illinois corporation.

11. Upon information and belief, Savings.com, Inc., is incorporated in Delaware with its headquarters at 2225 S. Carmelina Avenue, Los Angeles, California 90064, and does business principally over the Internet. Upon information and belief, Cox Target Media, Inc., is incorporated in Delaware with its headquarters at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328, and wholly owns and controls Savings.com, Inc. Upon information and belief, Savings.com, Inc. owns and operates the website located at [www.savings.com](http://www.savings.com), and operates and/or is the primary provider of online content for the website located at [www.valpak.com](http://www.valpak.com).

12. Upon information and belief, Linfield Media, LLC, is a Delaware limited liability company with its headquarters at 615 Hampton Drive, Unit D302, Venice, California 90291, and does business principally over the Internet. Upon information and belief, Linfield Media, LLC,

owns and operates the websites located at [www.promocodesforyou.com](http://www.promocodesforyou.com) and [www.savemeister.com](http://www.savemeister.com).

13. Upon information and belief, Internet Brands, Inc., is incorporated in Delaware with its headquarters at 909 N. Sepulveda Boulevard, 11th Floor, El Segundo, California 90245, and does business principally over the Internet. Upon information and belief, Internet Brands, Inc., owns and operates the websites located at [www.bensbargains.com](http://www.bensbargains.com), [www.tjoos.com](http://www.tjoos.com), [www.deallocker.com](http://www.deallocker.com), [www.ultimatecoupons.com](http://www.ultimatecoupons.com) and [www.boddit.com](http://www.boddit.com), among others.

14. Upon information and belief, Sazze, Inc., doing business as DealsPlus, is a California corporation with its headquarters at 1901 S. Bascom Avenue, Suite 500, Campbell, California 95008, and does business principally over the Internet. Upon information and belief, Sazze, Inc., owns and operates the website located at [www.dealsplus.com](http://www.dealsplus.com), among others.

15. Unknown Doe Defendants are persons and/or entities responsible in whole or in part for the wrongdoing alleged herein. CouponCabin is informed and believes that each of the Doe Defendants participated in, ratified, endorsed, or was otherwise involved in the acts complained of, and that they have liability for such acts. CouponCabin intends to continue its discovery to learn the identity of these Doe Defendants and will amend this Complaint again if and when it identifies such persons or entities and/or the scope of their actions.

16. The Defendants are persons and/or entities responsible in whole or in part for the wrongdoing alleged herein. CouponCabin is informed and believes that each of the Defendants participated in, ratified, endorsed, or was otherwise involved in the acts complained of, and that they have liability for such acts.

17. During all relevant times, the Defendants or their agents have repeatedly, knowingly, and intentionally accessed CouponCabin's servers without CouponCabin's

authorization. While accessing CouponCabin's servers, the Defendants made systematic and continuous contact with this judicial district, and targeted their wrongful acts at CouponCabin.

### **FACTS**

18. CouponCabin's business is focused on providing the Coupon Content over the Internet. CouponCabin spends, and has spent over many years, significant time, money, resources and effort sourcing and providing these coupons, coupon codes, discount offers and deals to its users.

19. Over many years, CouponCabin has established and maintained relationships with online merchants and retailers.

20. CouponCabin receives a commission from these merchants and retailers in return for directing Internet traffic and potential customers to their websites.

21. CouponCabin has established substantial goodwill in its brand and reputation in the course of its long relationships with many of such merchants and retailers, as well as with its users.

22. The Coupon Content provided through the CouponCabin website includes, among other items, links to discount offers and coupon codes, which are generally composed of an alphanumeric code. With respect to coupon codes, a user obtains this code from CouponCabin's website and then enters in the code at the website of a corresponding online retailer.

23. CouponCabin spends six days a week rigorously testing the Coupon Content provided through the CouponCabin website to ensure they work every time. CouponCabin has even offered a "Coupon Guarantee" where, subject to certain restrictions, CouponCabin will provide a \$25 restaurant.com gift card to any user who encounters an invalid coupon code.

These practices help make CouponCabin content unique and valuable among online coupon providers.

24. The CouponCabin website is an original copyrighted work. Among the significant original elements of the CouponCabin website are the distinctive page layout, design, graphical elements, and organization of CouponCabin coupon codes, electronic coupons and links.

25. Since 2003, CouponCabin has used and established substantial goodwill in the COUPONCABIN, COUPON CABIN and COUPONCABIN.COM trademarks (the “Marks”). CouponCabin has registered or applied for registration for several trademarks, including the Marks, with the United States Patent and Trademark Office in connection with its CouponCabin.com website featuring online discounts and coupons. CouponCabin is also the owner of numerous other trademarks, copyrights and other intellectual property in connection with its services and its operation of its website.

26. CouponCabin has expended significant time, money, resources and effort into the design, development and maintenance of the CouponCabin website and into establishing public recognition of the Marks and the CouponCabin website so that the public will identify CouponCabin with a high quality website for online discounts and coupons.

### **CouponCabin Terms and Conditions**

27. CouponCabin is available at no cost to the general public, subject to agreement to the CouponCabin Terms and Conditions. A true and correct copy of the CouponCabin Terms and Conditions is attached in Exhibit A.

28. Users of the CouponCabin website signify their acceptance of the CouponCabin Terms and Conditions by virtue of their access and use of the Site. The CouponCabin Terms and



Conditions state that, “[b]y using the Site, you signify your agreement to these terms and conditions and CouponCabin's Privacy Policy.”

29. The CouponCabin Terms and Conditions state that users are granted a limited and revocable license to access and use the CouponCabin website in accordance with the CouponCabin Terms and Conditions. The license restrictions state, “[e]xcept as may be explicitly permitted through the Site, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, catalogue, aggregate, or create derivative works from materials, code or content on or from the Site.”

30. The CouponCabin Terms and Conditions also require users to acknowledge and agree that “all content and services available on the Site are property of CouponCabin and its advertisers and licensors and are protected by copyrights, moral rights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and internationally.” In addition, the CouponCabin Terms and Conditions further state that “[y]ou may not in any way make commercial or other unauthorized use of (by publication, retransmission, distribution, performance, caching, cataloguing, aggregating, or otherwise) the Site Content or other material obtained through the Site, except as permitted by the Copyright Act or other law and as expressly permitted in writing by this Agreement, CouponCabin, or the Site.”

31. The CouponCabin Terms and Conditions specifically prohibit the “[s]ystematic retrieval (including by use of data mining, robots, spiders, or other extraction tools) of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory[.]”



32. As described further below, the Defendants' conduct is in flagrant violation of each of these provisions.

**CouponCabin's Technology Safeguards and Security  
Measures to Protect CouponCabin Against Unauthorized Access**

33. CouponCabin diligently works to protect the integrity and security of its network and systems. Among other things, it employs a range of technological safeguards and barriers designed to prevent data scrapers and other wrongdoers from gaining unauthorized access to CouponCabin's website.

34. In response to the data scraping by the Defendants, CouponCabin was forced to utilize a third party security provider, Distil Networks Inc. ("Distil"), with whom it has implemented technological safeguards and barriers. Internet traffic intended for CouponCabin is initially routed through Distil's servers. Distil uses a proprietary algorithm to analyze traffic patterns and identify behavior indicative of data scraping. Distil helps CouponCabin to identify scraping activity on its site by, among other things, monitoring the number and frequency of incoming requests from a particular IP addresses. If CouponCabin and Distil determine that an IP address exhibits a high-level of data scraping or other suspicious behavior, they subsequently block those IP addresses from accessing the CouponCabin website.

35. As a result of the continuing actions of the Defendants in gaining unauthorized access to the CouponCabin website and engaging in comprehensive scraping activity, CouponCabin has been forced to block the access of all traffic, including legitimate users, emanating from certain cloud computing providers and internet service providers identified as being used particularly heavily by the Defendants to conduct scraping activities.

### **The Defendants' Data Scraping Activities**

36. By accessing the CouponCabin website, the Defendants agreed to abide by the access and use restrictions in the CouponCabin Terms and Conditions described above (and attached as part of Exhibit A).

37. Since at least early fall 2013, the Defendants have knowingly and intentionally engaged in manual and automated data scraping activities on the CouponCabin website.

38. In response to the Defendants' activities, CouponCabin was forced to take action to prevent any interruption in service to its users and has expended resources and suffered damages in determining the extent of the invasion of its computer servers and unauthorized access and activity by the Defendants. Such damages are ongoing and increasing and include the assessment of, and remedial action in response to, the scraping activity of the Defendants.

39. As part of the remedial action CouponCabin was forced to take in order to combat such scraping activity, CouponCabin engaged Distil to help detect and protect against scraping activity and, when necessary, block traffic from accessing the CouponCabin website.

40. Sometime after CouponCabin blocked the Defendants from accessing the CouponCabin website, the Defendants knowingly and intentionally circumvented CouponCabin's security measures in order to continue their data scraping activities.

41. On information and belief, the Defendants have circumvented and continue to circumvent CouponCabin's blockage by conducting their scraping activity in a way specifically designed to evade Distil's monitoring tests described above.

42. Through these efforts, the Defendants were and are able to scrape substantial portions of or the entirety of the Coupon Content, information and data on CouponCabin's website.

43. In conjunction with Distil and through the use of other reporting, tracking and analytics software and systems, CouponCabin conducted an extensive investigation of the Defendants' misconduct and, in the course of its investigation, CouponCabin compiled lists and other information relating to the activity of, including the IP addresses used by and access history of, the Defendants.

44. As a result of this investigation, CouponCabin determined that the Defendants accessed CouponCabin using a variety of servers and/or internet service providers throughout the United States and/or from outside the United States, using methods and technology intended to disguise the nature and/or the true origin of server requests, all with the objective of bypassing CouponCabin's security safeguards.

45. Upon information and belief, the use of such servers, methods and technology, including the use of multiple service companies operating servers in different states and locations, was specifically designed by the Defendants to conceal their identity and bypass the technical safeguards CouponCabin used to prohibit their unlawful activity.

**Defendants Have Caused and Threaten Ongoing and  
Irreparable Injury to CouponCabin**

46. By engaging in the data scraping activities described above, the Defendants have caused, and if not halted will continue to cause, ongoing and irreparable harm to CouponCabin, in a variety of ways.

47. The Defendants' misconduct has imposed significant strains on CouponCabin's servers, including through the use of automated technologies to copy, repeatedly, the Coupon Content and other data from CouponCabin's website.

48. The automated, high-speed scraping activity caused by the Defendants impaired CouponCabin's ability to dedicate its servers to the activities of legitimate CouponCabin users.

49. The strain that Defendants' unlawful activity imposed on the servers and computer system of CouponCabin increased the length of time it took CouponCabin's website to respond to page requests by 300%. The increased response time degrades the user experience of legitimate users of the CouponCabin website and discourages longer and repeat visits of the Site.

50. The magnitude of the automated scraping program of the Defendants impairs the proper functioning of the CouponCabin website by disrupting the algorithm by which the content management system of the CouponCabin website runs. The content management system underlying the CouponCabin website determines where and when various pieces of Coupon Content appear on the Site. The artificial interaction of the scraping program with the CouponCabin computer system produces false signals that are read by the algorithm, resulting in the misplacement of content and suboptimal functioning of the CouponCabin website. This malfunctioning of the content management system degrades the user experience of legitimate users of the CouponCabin website and diminishes the revenue generated by the Site.

51. CouponCabin users expect quality coupons that are unique to or available exclusively through the CouponCabin website. The unauthorized misappropriation and distribution of Coupon Content and other data pulled from CouponCabin's website by the Defendants, whether through manual scraping or automated scraping activity, interferes with business, degrades the value of the CouponCabin service, and causes irreparable harm to the value of CouponCabin's consumer goodwill and trust, which CouponCabin has worked hard for years to earn and maintain.

52. By re-publishing or selling to re-publishers the Coupon Content and other data from the CouponCabin website, the Defendants dilute the uniqueness of that content, which negatively affects CouponCabin's placement and ranking in Internet search engines and its

resulting traffic. Further, the re-publishing of content may result in penalties imposed on CouponCabin by Internet search engines. Such negative impact to CouponCabin's search engine placement and/or penalties significantly harm CouponCabin's traffic and resulting business revenue.

53. On information and belief, the Defendants have engaged in their scraping activities in an attempt to establish or augment competing coupon websites, divert web traffic, sell such data and/or otherwise abscond or enrich themselves with commissions and referral fees that would otherwise be paid to CouponCabin, without expending any, or while expending significantly less, of their own time, money, resources and effort establishing merchant relationships or sourcing Coupon Content and related data as CouponCabin has done.

54. In the course of its commercial relationships and negotiations with merchants and retailers, CouponCabin points to the volume of traffic it is able to direct towards such participating merchants and retailers. By using CouponCabin's own Coupon Content to divert traffic away from CouponCabin's website, the Defendants hamper CouponCabin's ability to negotiate with merchants and retailers for more favorable Coupon Content for its users and more favorable deal terms for CouponCabin.

55. As a direct result of the Defendants' scraping activities, CouponCabin has suffered harm to its computer systems, and has expended significant human, financial, and technological resources, including thousands of hours of employee time, investigating and responding to and combatting the Defendants' unlawful activities, at a cost to CouponCabin far exceeding \$5,000.

**COUNT I**

**CLAIM FOR VIOLATION OF COMPUTER FRAUD AND  
ABUSE ACT, 18 U.S.C. § 1030 ET SEQ.**

56. CouponCabin realleges and incorporates by reference all of the preceding paragraphs, 1-55.

57. CouponCabin's computers and servers are involved in interstate and foreign commerce and communication, and are protected computers under 18 U.S.C. §1030(e)(2).

58. On information and belief, the Defendants knowingly and intentionally accessed CouponCabin's computers and servers without authorization or in excess of the authorization permitted under CouponCabin's Terms and Conditions and in circumvention of the technical barriers described in paragraphs 33-34, including the Distil scraping monitoring service, which CouponCabin has employed to protect CouponCabin's computers and servers from unauthorized access.

59. On information and belief, after gaining unauthorized access to CouponCabin's computers and servers, the Defendants obtained and used valuable information from CouponCabin's protected computers and servers in transactions involving interstate or foreign communications in violation of 18 U.S.C. § 1030(a)(2). This information includes, among other things, coupon codes, electronic coupons, and discount offers, and this use includes, among other things, distributing that content to others.

60. The Defendants knowingly, willfully, and with an intent to defraud, accessed CouponCabin's computers and servers without authorization or in excess of authorization and obtained valuable information from CouponCabin's computers and servers that, on information and belief, the Defendants used to obtain something of value in violation of 18 U.S. C. § 1030(a)(4).

61. CouponCabin has suffered damage and loss by reason of these violations, including, without limitation, harm to CouponCabin's computer systems, expenses associated with being forced to investigate and respond to the unauthorized access and abuse of its computers and servers, and other losses and damage in an amount to be proven at trial, in excess of \$5,000 aggregated over a one year period. The Defendants' actions also imposed significant strain and impairment on CouponCabin's computer systems, inhibiting its ability to conduct business and respond to legitimate user requests.

62. In addition, CouponCabin has suffered and will continue to suffer irreparable harm, and its remedy at law is not itself adequate to compensate it for injuries inflicted by the Defendants. Accordingly, CouponCabin is entitled to permanent injunctive relief.

## **COUNT II**

### **CLAIM FOR VIOLATIONS OF THE DIGITAL MILLENNIUM COPYRIGHT ACT, 17 U.S.C. § 1201 ET SEQ.**

63. CouponCabin realleges and incorporates by reference all of the preceding paragraphs, 1-62.

64. CouponCabin employs various layers of technological protections, including the Distil scraping monitoring service, to protect CouponCabin's computers and servers from unauthorized access. These technological protection measures help control and restrict access to the copyrighted materials on CouponCabin's servers, including the CouponCabin website, coupon codes, electronic coupons, and discount offers, and protect CouponCabin's exclusive rights in these copyrighted materials.

65. Despite CouponCabin's best efforts to protect the CouponCabin website from the Defendants' unauthorized access, the Defendants circumvented CouponCabin's technological



safeguards and gained unauthorized access to CouponCabin's copyrighted materials, including without limitation the copyrighted CouponCabin website, in violation of 17 U.S.C. § 1201(a).

66. As a result of the Defendants' wrongful acts, CouponCabin has suffered and will continue to suffer damages. CouponCabin is further entitled to all profits attributable to the Defendants' wrongful acts. Alternatively, upon its election at any time before final judgment is entered, CouponCabin is entitled to recover statutory damages from the Defendants pursuant to 17 U.S.C. § 1203 for each act of circumvention committed by the Defendants.

67. The Defendants' circumventions also have caused CouponCabin irreparable harm. Unless restrained and enjoined, the Defendants will continue to commit such acts. CouponCabin's remedies at law are not adequate to compensate for these inflicted and threatened injuries, and thus CouponCabin is entitled to permanent injunctive relief as provided by 17 U.S.C. § 1203.

**COUNT III**  
**CLAIM FOR BREACH OF CONTRACT**

68. CouponCabin realleges and incorporates by reference all of the preceding paragraphs, 1-67.

69. Use of the CouponCabin website and use of CouponCabin services are governed by and subject to the CouponCabin Terms and Conditions. (See Exhibit A)

70. CouponCabin users are presented with the CouponCabin Terms and Conditions at the bottom of every page of the CouponCabin website, and by accessing or using the CouponCabin website and any of its content, users agree to the CouponCabin Terms and Conditions in order to validly access the CouponCabin website.

71. At all relevant times, CouponCabin prominently displayed a link to the CouponCabin Terms and Conditions on CouponCabin's homepage. CouponCabin users are thus presented with the CouponCabin Terms and Conditions, and pursuant to such Terms and Condition agreement, by accessing or using the CouponCabin website and any of its content, the Defendants accepted and agreed to such Terms and Conditions. The Defendants' scraping activity is in direct violation of those Terms and Conditions.

72. The CouponCabin Terms and Conditions are enforceable and binding on the Defendants.

73. The Defendants repeatedly accessed the CouponCabin website with knowledge of the CouponCabin Terms and Conditions and all of its prohibitions. Despite their knowledge of the CouponCabin Terms and Conditions and their prohibitions, and their agreement thereto, the Defendants accessed and continue to access the CouponCabin website to, among other things, manually scrape Coupon Content or other data from the CouponCabin website, or use automated scraping technology or software to gain access to the CouponCabin website to scrape Coupon Content or other data from the CouponCabin website, all without the consent or authorization of CouponCabin.

74. CouponCabin has in the past contacted or communicated with each of the Defendants, other than Linfield Media, LLC, to demand that they cease and desist their data scraping, misappropriation of Coupon Content or data from the CouponCabin website and other CouponCabin-related activities.

75. The Defendants' actions, as described above, have willfully, repeatedly, and systematically breached the CouponCabin Terms and Conditions.

76. CouponCabin has performed all conditions, covenants, and promises required of it in accordance with the CouponCabin Terms and Conditions.

77. The Defendants' conduct has damaged CouponCabin, and caused and continues to cause irreparable harm and injury to CouponCabin.

78. CouponCabin is entitled to injunctive relief, compensatory damages, and/or other equitable and punitive relief.

**COUNT IV**  
**CLAIM FOR TRESPASS**

79. CouponCabin realleges and incorporates by reference all of the preceding paragraphs, 1-78.

80. The Defendants intentionally, and without authorization, accessed and interacted with CouponCabin's website, computer systems and servers.

81. The Defendants' access to the CouponCabin website and the information contained therein required the Defendants to abide by the CouponCabin Terms and Conditions. By violating the terms of the Terms and Conditions, and CouponCabin's express efforts to combat their activities, the Defendants unlawfully gained access to, interfered, and intermeddled with CouponCabin, its website, computer systems, its servers, and its prospective business advantage.

82. The Defendants' unauthorized interference with and access to CouponCabin, its website, computer systems, and its servers, among other harms, reduces CouponCabin's capacity to service its users because it occupies and uses CouponCabin's resources.

83. The Defendants' conduct constitutes trespass that has harmed and will continue to harm CouponCabin. As a result, CouponCabin has been and will continue to be damaged.

84. CouponCabin has suffered and will continue to suffer irreparable harm, and its remedy at law is not itself adequate to compensate it for injuries inflicted by the Defendants. Accordingly, CouponCabin is entitled to permanent injunctive relief.

**COUNT V**

**CLAIM FOR INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE**

85. CouponCabin realleges and incorporates by reference all of the preceding paragraphs, 1-84.

86. CouponCabin has established relationships with numerous online merchants that utilize CouponCabin's services to make available on the CouponCabin website valid and authentic coupons, coupon codes, discount offers or deals, and/or links to same. In exchange for directing traffic to merchant websites, CouponCabin receives compensation, commissions and referral fees based on the amount of traffic and the number of purchases made using the coupons on the CouponCabin website.

87. At all relevant times, the Defendants were competitors of Plaintiff and knew of these relationships.

88. The Defendants wrongfully and tortuously interfered with CouponCabin's relationships with the merchants by republishing CouponCabin codes and diverting traffic from the CouponCabin website to competing coupon websites.

89. The re-publishing of coupons and coupon codes scraped from the CouponCabin website harms CouponCabin's placement and ranking in Internet search engines, materially diminishing traffic to the Site and resulting revenue to CouponCabin.

90. Defendants knew that their actions would deprive CouponCabin of commissions, referral fees and other compensation that would have been paid by those merchants to CouponCabin.

91. The actions of the Defendants were without justification.

92. CouponCabin has been and will continue to be damaged as the result of the Defendants' actions.

### **PRAYER FOR RELIEF**

WHEREFORE, CouponCabin prays that judgment be entered in its favor and against the Defendants, as follows:

1. A preliminary injunction and permanent injunction enjoining and restraining all of the Defendants, their employees, representatives, agents, and all persons or entities acting in concert with them, during the pendency of this action and thereafter perpetually from accessing or using CouponCabin's website for any commercial purpose whatsoever, along with penalties for failure to comply with the injunction;
2. An order requiring Defendants to destroy all documents, data, and other items, electronic or otherwise, in their possession, custody or control that were wrongfully copied or misappropriated from CouponCabin's website;
3. An award to CouponCabin of restitution and damages, including, but not limited to, compensatory, statutory, treble damages and punitive damages, as permitted by law;

4. An award to CouponCabin of its costs of suit, including, but not limited to, reasonable attorney's fees, as permitted by law; and
5. Such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

CouponCabin hereby demands a jury trial of all issues in the above-captioned action that are triable to a jury.

DATED: November 2, 2015

O'Neill McFadden & Willett LLP

By: /s/Jeremy W. Willett

Jeremy W. Willett (25872-45)

833 West Lincoln Highway, Suite 410W

Schererville, IN 46375

Phone (219) 322-0450

*Attorneys for Plaintiff, CouponCabin LLC*